

SPECIAL TOOLING

- (a) Definition. "Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacements of these items that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling for the purpose of this Article, includes all special tooling acquired or fabricated by the Contractor for JPL (other than special tooling to be delivered as a line item) or furnished by JPL for use in connection with and under the terms of the Contract.
- (b) Title. The Government retains title to Government-owned special tooling and option to take title to all special tooling subject to this Article until such time as title or option to take title is relinquished by the Contracting Officer as provided for in subparagraphs (j)(2) and (j)(3) of this Article.
- (c) Risk of Loss. Except to the extent that the Government shall have otherwise assumed the risk of loss to special tooling applicable to this Article, in the event of the loss, theft or destruction of or damage to any such property, the repair or replacement shall be accomplished by the Contractor at its own expense.
- (d) Special Tooling Furnished by JPL.
 - (1) Except as otherwise provided in this Contract, all JPL-furnished Government owned special tooling is provided 'as is.' JPL and the Government make no warranty whatsoever with respect to special tooling furnished 'as is,' except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when last available for inspection by the Contractor under the solicitation.
 - (2) The Contractor may repair any special tooling made available on an 'as is' basis. Such repair will be at the Contractor's expense, except as otherwise provided in this Article. Such property may be modified as necessary for use under this Contract at the Contractor's expense, except as otherwise directed by JPL. Any repair or modification of property furnished 'as is' shall not affect the title of the Government.
 - (3) If there is any change in the condition of special tooling furnished 'as is' from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation or JPL directs a change in the quantity of special tooling furnished or to be furnished, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify JPL detailing the facts, and, as directed by JPL, either (i) return such items at JPL's expense or otherwise dispose of the property or (ii) effect repair to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, JPL shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with procedures provided for in the Changes Article of this Contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and JPL and the Government shall not be otherwise liable for any delivery of special tooling in a condition or in quantities other than that when originally offered.
- (e) Use of Special Tooling. The Contractor may use special tooling subject to this Article on other Government effort when specifically approved in writing by the Contracting Officer through JPL and the Contracting Officer for the contract under which the special tooling will be used. Any other use of the special tooling shall be subject to advance written approval of the Contracting Officer through JPL. In the event the Government elects to remove any special tooling that is required for continued contract performance, the Contract shall be equitably adjusted in accordance with paragraph (m) of this Article.
- (f) Property Control.
 - (1) Records. The Contractor's special tooling records shall provide the following minimum information regarding each item of special tooling subject to this Article and shall be made available for Government inspection at all reasonable times:
 - (A) Number or code of the contract to which the tooling is accountable and the number or code of the contract for which the tooling was originally acquired or fabricated.
 - (B) Retention codes as defined below:
 - (i) Primary Code. Assign one of the following to each item of special tooling:
 - a. Code A. Spares Tooling. Required to produce a provisioned spare part or assembly.

- b. Code B. Judgment (Insurance) Tooling. Fabrication tools for parts that are not provisioned spares but which in the judgment of the Contractor will be required at some time for logistic support of the end item.
 - c. Code C. Rate Tooling. Necessary to economically produce at increased rates (e.g., for mobilization or surge) but not essential for parts fabrication at low production rates.
 - d. Code D. Assembly Tooling. Required for manufacture of the end product but not required for production of spare parts. Those items having no post production need except for potential modification or resumed production programs.
- (ii) Secondary Code. Assign one or more of the following codes, as applicable, to each item of special tooling:
 - a. Code 1. Repair Tooling. Items which are capable of being used for repair of provisioned parts or assemblies.
 - b. Code 2. Replaceable Tooling. Spares or judgment tooling (primary retention codes A or B) which, in the opinion of the Contractor, can be effectively and economically replaced by 'soft' tooling on an 'as required' basis in lieu of retention of the 'hard' production tooling for supporting post production requirements.
 - c. Code 3. Maintenance Tooling. Items which are capable of being used for depot level maintenance of the applicable end item or components thereof.
 - d. Code 4. Crash Damage Tooling. Items which apply to provisioned or nonprovisioned parts or assemblies which are designated as or have the potential of being required for crash damage repairs.
- (C) Nomenclature, function, or comparable code.
- (D) Tool part number or code.
- (E) Tool identification number, or quantity of each tool part number or code, if tool identification number is not assigned.
- (F) Part number(s) of item(s) on which used (complete hierarchy of part numbers).
- (G) Unit price. (Estimates are acceptable.)
- (H) Storage method code. Assign one of the following:
 - (i) Code J. Inside storage.
 - (ii) Code K. Outside storage.
 - (iii) Code L. Other.
- (I) Estimated weight of tool, if over 25 pounds.
- (J) Estimated volume of tool, if over 3 cubic feet.
- (K) Location of Contractor, subcontractor, vendor for each item. Use Federal Supply Code for Manufacturers (FSCM), or name and address if code is not available.
- (L) All operation sheets or other data as are necessary to show the manufacturing operation or processes for which such items were used, designed, or modified.
- (2) Identification or tagging. To the extent practicable, the Contractor shall identify all special tooling subject to this Article in accordance with the Contractor's identification procedures.
- (g) Maintenance. The Contractor shall maintain special tooling in accordance with sound industrial practice. These requirements do not apply to those items designated by the Contracting Officer through JPL for disposal as scrap or identified as of no further interest to the Government under paragraph (j), Disposition instructions, of this Article.
- (h) Identification of Excess Special Tooling. The Contractor shall promptly identify and report all special tooling in excess of the amounts needed to complete full performance under this Contract (see subdivision (i)(2)(A) of this Article).

- (i) Lists of Special Tooling. The Contractor shall periodically prepare and distribute lists of special tooling as described below:
 - (1) Special tooling list. The list shall be furnished within 60 days after delivery of the first production end item under this Contract or completion of the initial provisioning process, whichever is later, and shall include all special tooling subject to this Article as of the reporting date. However, if this Contract represents the final production contract, the Contractor shall provide this list of all tools not later than 180 days prior to scheduled delivery of the last production end item. If this is a contract for storage of special tooling, the list shall be provided within 60 days of contract implementation.
 - (2) Excess special tooling list.
 - (A) Excess special tooling. Except for items subject to subdivision (i)(2)(B) of this Article, lists of special tooling excess to this Contract shall be furnished within 60 days of the date that the item is determined to be excess. The Contractor shall include in this list the information prescribed in Format of lists, subparagraph (i)(3) of this Article, as well as the applicable excess code as follows:
 - (i) Code V. Excess to contract requirements with no follow-on requirements.
 - (ii) Code W. Excess to contract requirements but can be used to support actual or anticipated follow-on requirements.
 - (iii) Code X. Excess due to changes in design or specification of the end items.
 - (iv) Code Y. Excess due to nonserviceable or nonrepairable condition.
 - (v) Code Z. Other.
 - (B) Termination inventory. These items shall be submitted on SF 1432 or by computer list attached to an SF 1432 in accordance with FAR 45.606. Format and content of this submission will be as prescribed by Format of lists, subparagraph (i)(3) of this Article, but will contain information as prescribed by FAR subpart 45.6, in effect on the date of award of this Contract.
 - (3) Format of lists. Lists furnished by the Contractor shall state the type of list and shall include all information from subparagraph (f)(1), Records, of this Article, items (A) through (K). All lists will be grouped by primary retention code as prescribed in subdivision (f)(1)(B)(i) of this Article and further listed in tool part number sequence.
 - (4) Distribution of lists. The Contractor shall submit two copies of lists to each of the following recipients unless otherwise directed:
 - (A) JPL.
 - (B) The Administrative Property Officer.
 - (C) The inventory control point designated by JPL.
- (j) Disposition Instructions. JPL shall provide the Contractor with written disposition instructions within 180 days of receipt of the list as prescribed by subparagraph (i)(1) of this Article and within 90 days of the receipt of excess special tooling lists reported in accordance with subparagraph (i)(2) of this Article. JPL may direct disposition by any of the methods listed in subparagraphs (j)(1) through (j)(3) of this Article, or a combination of such methods. The Contractor shall comply with such disposition instructions.
 - (1) JPL may identify specific items of special tooling to be retained or give the Contractor a list specifying the products, parts, or services including follow-on requirements for which JPL or the Government may require special tooling and request the Contractor to identify all usable items of special tooling on hand that were designed for or used in the production or performance of such products, parts, or services. Once items of usable special tooling required by JPL or the Government are identified, JPL may--
 - (A) Direct the Contractor to transfer specified items of special tooling to follow-on contracts requiring their use. Those items shall be furnished for use on the contract(s) as specified by JPL and shall be subject to the provisions of the gaining contract(s); or
 - (B) Request the Contractor to enter into an appropriate storage contract for special tooling specified to be retained by the Contractor for JPL and the Government. Tooling to be stored shall be stored pursuant to a storage contract between the Government and the Contractor; or

- (C) Direct the Contractor to transfer title to the Government (to the extent not previously transferred) and deliver to JPL those items of special tooling which are specified for removal from the Contractor's plant.
- (2) JPL may direct the Contractor to sell, or dispose of as scrap, for the account of JPL or the Government, any special tooling not specified by JPL pursuant to subparagraph (j)(1) of this Article. To the extent that the Contractor incurs any costs occasioned by compliance with such direction, for which it is not otherwise compensated, the Contract price shall be equitably adjusted in accordance with the Changes Article of this Contract. The net proceeds of all sales shall either be credited to the cost of contract performance or shall be otherwise paid to JPL or the Government as directed by JPL. Sale of special tooling to the prime Contractor or any of its subcontractors is subject to the prior written approval of the Contracting Officer.
- (3) The Contracting Officer through JPL may furnish the Contractor with a statement disclaiming further Government interest or right in specified special tooling.
- (4) Restoration of Contractor's premises. Unless otherwise provided in this Contract, JPL and the Government have no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon Contract completion). However, if special tooling is withdrawn or if other special tooling is substituted, then the equitable adjustment under paragraph (m) of this Article may properly include restoration or rehabilitation costs.
- (k) Access to Special Tooling. The Contractor shall provide access to special tooling subject to this Article at all reasonable times to all individuals designated by the Contracting Officer.
- (l) Storage or Shipment. The Contractor shall promptly arrange for either the shipment or the storage of special tooling specified in accordance with the final disposition instructions in subdivisions (j)(1)(B) or (j)(1)(C) of this Article. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of JPL. All operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed shall accompany special tooling to be shipped or stored or shall otherwise be provided to JPL as directed by JPL. To the extent that the Contractor incurs costs for storage, shipment, packing, crating, or handling under this paragraph and not otherwise compensated for, the Contract price shall be equitably adjusted in accordance with the Changes Article of this Contract.
- (m) Equitable Adjustment. When this Article specifies an equitable adjustment, it shall be made to any affected Contract provision in accordance with the procedures of the Changes Article. When appropriate, JPL may initiate an equitable adjustment in favor of JPL. The right to an equitable adjustment shall be the Contractor's exclusive remedy. JPL shall not be liable to suit for breach of contract for:
- (1) Any delay in delivery of JPL-furnished Government-owned special tooling;
 - (2) Delivery of JPL-furnished Government-owned special tooling in a condition not suitable for its intended use;
 - (3) A decrease in or substitution of special tooling; or
 - (4) Failure to repair or replace JPL-furnished Government-owned special tooling for which JPL is responsible.
- (n) Subcontract Provisions. In order to perform this Contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontract appropriate provisions to obtain JPL and Government rights and data comparable to the rights of JPL and the Government under this Article (unless the Contractor and JPL agree in writing that such rights are not of interest to JPL and the Government). The Contractor agrees to exercise such rights for the benefit of JPL or the Government as directed by JPL.